



County of San Bernardino

**F A S**

**STANDARD CONTRACT**

**FOR COUNTY USE ONLY**

<input checked="" type="checkbox"/> New	Vendor Code		<b>SC</b>	Dept.	<b>A</b>	Contract Number	
<input type="checkbox"/> Change				CCP			
<input type="checkbox"/> Cancel							
County Department				Dept.	Orgn.	Contractor's License No.	
DPW – Regional Parks				CCP	CCP		
County Department Contract Representative				Telephone		Total Contract Amount	
Thomas A. Potter				387-2340		\$10,000	
Contract Type							
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason: _____							
Commodity Code			Contract Start Date		Contract End Date		Original Amount
							Amendment Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount
Project Name				Estimated Payment Total by Fiscal Year			
Chino Hills Little League				FY	Amount	I/D	

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name	Chino Hills Little League	hereinafter called	Little League
Address	15942 Los Serranos C.C #434		
	Chino Hills, CA 91709		
Telephone		Federal ID No. or Social Security No.	

**IT IS HEREBY AGREED AS FOLLOWS:**

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

THIS AGREEMENT is entered into on the \_\_\_\_\_ day of June 2003 in the State of California by and between the County of San Bernardino, hereinafter called "COUNTY," and the Chino Hills Little League, hereinafter called "LITTLE LEAGUE."

**WITNESSETH**

WHEREAS, COUNTY recognizes that sustained organized recreational opportunities for youth contributes to stable communities; and

WHEREAS, COUNTY also recognizes that the LITTLE LEAGUE is a 501(c)(3) which has provided the Chino Valley with youth recreational opportunities since 1992; and

WHEREAS, the City of Chino Hills has experienced rapid population growth which has **exhausted** the LITTLE LEAGUE's resources; and

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WHEREAS, the programs offered by the LITTLE LEAGUE serve a County purpose by helping to meet the social and recreational needs of the County's youth residing in the Chino Valley; and

WHEREAS, the LITTLE LEAGUE has the need for new supplies and equipment, repaired equipment and additional administrative resources, and has the ability to continue providing the same level of recreational opportunities to the youth residing in the Chino Valley only with the assistance of these resources;

NOW, THEREFORE, for the mutual consideration hereafter set forth, the parties hereto agree as follows:

1. AGREEMENT DURATION: This Agreement shall be in effect from June 30, 2003 through June 30, 2004.
2. PURPOSE: This Agreement is entered into to provide support for the continued provision of youth recreational opportunities through the LITTLE LEAGUE's programs for the period of June 30, 2003 through June 30, 2004. LITTLE LEAGUE may expend compensation from the COUNTY for only the following uses, all for the direct and sole benefit of the LITTLE LEAGUE: to repair equipment; to purchase new supplies and equipment; to defray operating expenses.
3. COMPENSATION: For the continued provision of youth recreational opportunities at levels currently offered and operated by LITTLE LEAGUE, and for compliance with all terms of this Agreement, the COUNTY will pay \$10,000 to LITTLE LEAGUE as may be approved by COUNTY ("compensation from the COUNTY").
4. RECORDS AND REPORTS:
  - A. LITTLE LEAGUE agrees to provide proof of purchases or expenditures of compensation from the COUNTY upon demand at any time to a COUNTY representative designated to monitor LITTLE LEAGUE's performance.
  - B. LITTLE LEAGUE must provide a full accounting of all funds received, whether expended or encumbered, in writing to COUNTY, signed by LITTLE LEAGUE's designated representative, no later than May 31, 2004. Such proof shall be in the form of a written narrative with attached copies of acceptable documents.
5. COUNTY REPRESENTATIVE: COUNTY's Chief of the Regional Parks Division, or his designated representative, is the representative of COUNTY for all matters relating to this Agreement.
6. LITTLE LEAGUE'S AUTHORITY: LITTLE LEAGUE warrants that it possesses legal authority to apply for and carry out the terms and conditions of this Agreement. LITTLE LEAGUE further warrants that a resolution, motion, or similar action has been duly adopted or passed as an official act of LITTLE LEAGUE's governing body, authorizing the performance of this Agreement and directing and authorizing the person identified as the official representative of LITTLE LEAGUE to act in connection with this Agreement and to provide such additional information as may be required.
7. LITTLE LEAGUE covenants that it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and with Title VI of that Act, providing, in part, that no person in the United States shall on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the LITTLE LEAGUE receives funding herein. LITTLE LEAGUE will immediately take any measures necessary to effectuate this covenant.
8. CONTRACT COMPLIANCE: LITTLE LEAGUE shall provide equal employment and career advancement opportunities for minorities and women. In addition, LITTLE LEAGUE shall make every effort to employ residents of the area and shall keep a record of the positions that have been created directly as a result of this program.

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LITTLE LEAGUE shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, County Policy 15-01 and other applicable federal, state and County laws, regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

9. **INDEMNIFICATION:** The LITTLE LEAGUE agrees to indemnify, defend and hold harmless the COUNTY and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from LITTLE LEAGUE's acts, errors or omissions and for any costs or expenses incurred by the COUNTY on account of any claim therefore, except where such indemnification is prohibited by law.
10. **INSURANCE REQUIREMENTS:** - Without in anyway affecting the indemnity herein provided and in addition thereto, the LITTLE LEAGUE shall secure and maintain throughout the **Agreement** the following types of insurance with limits as shown:

Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of LITTLE LEAGUE and all risks to such persons under this Agreement.

If LITTLE LEAGUE has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- Errors and Omissions Liability Insurance - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
- Professional Liability - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.
- Additional Named Insured - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the COUNTY and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
- Waiver of Subrogation Rights - Except for Errors and Omissions Liability and Professional Liability, LITTLE LEAGUE shall require the carriers of the above required coverage's to waive all rights of subrogation against the COUNTY, its officers, employees, agents, volunteers, contractors and subcontractors.

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- Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the COUNTY.
- Proof of Coverage – LITTLE LEAGUE shall immediately furnish certificates of insurance to COUNTY evidencing the insurance coverage including endorsements above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to COUNTY and LITTLE LEAGUE shall maintain such insurance from the time LITTLE LEAGUE commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, LITTLE LEAGUE shall furnish certified copies of all policies and endorsements.
- Insurance Review - The above insurance requirements are subject to periodic review by the COUNTY. The COUNTY'S Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the COUNTY. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the COUNTY, inflation, or any other item related to the COUNTY'S risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. LITTLE LEAGUE agrees to execute any such amendment within thirty (30) days of receipt.

11. INDEPENDENT CONTRACTOR – This Agreement is by and between COUNTY and LITTLE LEAGUE and is not intended, and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between COUNTY and LITTLE LEAGUE. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. LITTLE LEAGUE is and shall be deemed to be at all times an independent contractor. COUNTY shall not be liable for any acts of LITTLE LEAGUE and nothing herein contained shall be construed as creating the relationship of employer and employee between the parties.

- A. LITTLE LEAGUE agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and payment of any and all federal, State and local and personal income taxes, disability insurance, unemployment, and other taxes for such persons, including any related assessments or contributions required by law, and all other regulations governing such matters.
- B. LITTLE LEAGUE shall not be reimbursed for any travel time conducted pursuant to this **Agreement**.
- C. LITTLE LEAGUE shall not be reimbursed for any vacation, sick leave, or overtime.
- D. The employees and agents of each party, and those of their respective customers, shall, while on the premises of the other, comply with all rules and regulations of the premises, including security requirements.
- E. LITTLE LEAGUE shall contract for all necessary services to complete authorized program, and agrees to comply with all applicable local, County, State and federal regulations and statutes.

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12. **LITTLE LEAGUE** further covenants that it will comply with the requirement that no program under this **Agreement** shall involve political activities. No funds shall be used for lobbying activities.
13. **RIGHT TO MONITOR:** COUNTY shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of LITTLE LEAGUE in the delivery of services provided under this Agreement. Full cooperation shall be given by LITTLE LEAGUE in any auditing or monitoring conducted.
14. **ENTIRE CONTRACT:** This Agreement is intended by the parties hereto as a final expression of their agreement and understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms hereof and supersedes any and all prior and contemporaneous agreements and understandings. This agreement may be changed or modified only upon the written consent of the parties hereto.
15. **AMENDMENTS:** Except as herein provided, changes in the terms of this Agreement shall not be valid unless made in the form of written amendment to this **Agreement** executed by the parties and approved by the Board of Supervisors.
16. **SEVERABILITY OF PROVISIONS:** If any provision of this Agreement is held to be invalid by the final decision of a court of competent jurisdiction, the remainder of this Agreement shall not be affected.
17. **TERMINATION FOR CONVENIENCE:** Performance of duties under this Agreement may be terminated in whole or in part from time to time when such action is deemed by COUNTY to be in its best interest. Termination hereunder shall be affected by delivery to LITTLE LEAGUE of a Notice of Termination specifying the extent to which performance under this Agreement is terminated, and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be at least thirty (30) days after notice is sent.

After receipt of Notice of Termination and except as otherwise directed by COUNTY, LITTLE LEAGUE shall:

- A. Cease performance on the date and to the extent specified in Notice of Termination, and
- B. Complete performance of acts in progress that are terminated by the Notice of Termination, and,
- C. Complete performance of acts that are not terminated by the Notice of Termination.

LITTLE LEAGUE is entitled to compensation for qualified expenditures performed up to the date specified in the Notice of Termination.

18. LITTLE LEAGUE shall not assign this Agreement or any monies due or to become due hereunder except as specified in the terms of this AGREEMENT, without having first obtained the written consent of COUNTY. Any unexpected funds remaining upon completion of the term of the **Agreement** shall be returned to the COUNTY.
19. **DISCLOSURE OF INFORMATION:** All information received by the COUNTY from any source concerning this Agreement, including the Agreement itself, may be treated by the COUNTY as public information subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 et seq. (the "Public Records Act"). LITTLE LEAGUE understands that although all materials received by the COUNTY in connection with this Agreement are intended for the exclusive use of the COUNTY, they are potentially subject to disclosure under the provisions of the Public Records Act. In the event a request for disclosure of any part or all of any information which a LITTLE LEAGUE has requested COUNTY to hold in confidence is made to the COUNTY, the COUNTY shall notify the LITTLE LEAGUE of the request and shall thereafter disclose the requested information unless the LITTLE LEAGUE, within five (5) days of receiving notice of the disclosure request, requests nondisclosure, provides COUNTY a legally sound basis for nondisclosure, and agrees to indemnify, defend, and hold the COUNTY harmless in any/all

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actions brought to require disclosure. LITTLE LEAGUE waives any and all claims for damages, lost profits, or other injuries of any and all kinds in the event COUNTY fails to notify LITTLE LEAGUE of any such disclosure request and/or releases any information received concerning the Agreement received from the LITTLE LEAGUE.

20. FORMER COUNTY OFFICIALS: LITTLE LEAGUE agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent LITTLE LEAGUE. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of LITTLE LEAGUE. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
21. INACCURACIES OR MISREPRESENTATIONS: If during the course of the administration of this agreement, the COUNTY determines that the LITTLE LEAGUE has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the COUNTY, this Agreement may be immediately terminated. If this Agreement is terminated according to this provision, the COUNTY is entitled to pursue any available legal remedies.

COUNTY OF SAN BERNARDINO

►  
Dennis Hansberger, Chairman, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors  
of the County of San Bernardino.

By \_\_\_\_\_  
Deputy

\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Name \_\_\_\_\_  
(Print or type name of person signing contract)

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

Address \_\_\_\_\_

Approved as to Legal Form

►  
County Counsel

Date \_\_\_\_\_

Reviewed by Contract Compliance

►  
\_\_\_\_\_

Date \_\_\_\_\_

Presented to BOS for Signature

►  
Department Head

Date \_\_\_\_\_

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